

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION**

RICHARD'S DISPOSAL, INC.

PLAINTIFF

VS.

CAUSE NO.: 3:22-CV-00396-KHJ-MTP

CITY OF JACKSON, MISSISSIPPI

DEFENDANT

JUDGMENT AND AGREED FINAL ORDER

THIS CAUSE, having come before this Court via agreement of the Plaintiff and the City Council of Jackson, Mississippi. This Court, having been advised that those entities have reached an agreement as memorialized within this Order, now finds and orders the following Judgment:

- 1) The present matter resulted from a claim brought against the City of Jackson, Mississippi, by the Plaintiff citing Miss. Code Ann. Section 31-7-57(2); the Parties dispute whether a contract exists between them which would authorize the Plaintiff to perform work in the form of providing solid waste disposal and garbage collection service for the City of Jackson, Mississippi, for which the Plaintiff may be paid.
- 2) The City of Jackson, Mississippi, has the statutory authority under general Mississippi law to settle or compromise disputed claims brought against a municipality; the City Council of Jackson, Mississippi, now wishes to settle or compromise this matter under that authority but does not admit that a legally valid contract exists between the Plaintiff and the City which would authorize the Plaintiff to conduct any work for which the Plaintiff may be paid.
- 3) The City Council of Jackson, Mississippi, wishes to settle and compromise the disputed claim for four-million, eight-hundred, forty-eight thousand, two-hundred ten dollars

(\$4,848,210). The Plaintiff asserts that a payment in that amount is fair market value for the services provided by Richard's Disposal, Inc. as part of a settlement of this matter.

- 4) The Plaintiff will continue solid waste disposal and garbage collection within the City of Jackson, Mississippi in accordance with the terms and conditions of the proposed Emergency Contract signed by the Mayor of the City of Jackson, Mississippi and by Richard's Disposal, Inc. (the "Emergency Contract"), including the agreement to pick up bulk waste as defined therein, until the Mississippi Supreme Court renders its decision in the pending appeal *Lumumba v. City Council*, cause No. 2022-CA-00855-SCT. In the event that the Mississippi Supreme Court rules in favor of the Mayor of the City of Jackson, Mississippi, the Plaintiff shall continue working within the City of Jackson, Mississippi, until April 1, 2023, in accordance with the terms and conditions of the Emergency Contract. In the event that the Mississippi Supreme Court rules in favor of the City Council of Jackson, Mississippi, the Plaintiff shall cease solid waste disposal and garbage collection within the City of Jackson, Mississippi, at the end of the month in which the Supreme Court decision is rendered. The City will pay Richard's Disposal, Inc., for the work from October 1, 2022, forward on a monthly basis at the rate of \$808,035 per month. Payment shall be made no later than 45 (forty-five) days after the City's receipt of the invoice.
- 5) Because the City of Jackson, Mississippi, has the legal authority under state statute and pursuant to this Judgment to settle or compromise disputed claims brought against a municipality, the City Council of Jackson, Mississippi, now wishes to settle or

compromise this matter under that authority. The Defendant City of Jackson asserts that a settlement of this matter is in the best interest of the City.

- 6) Within ten (10) days of execution of this Judgment, the City of Jackson, Mississippi, shall begin paying the Plaintiff for the agreed amount of four-million, eight-hundred, forty-eight thousand, two-hundred ten dollars (\$4,848,210), in three (3) installments in accordance with the following schedule, or such sooner dates as funds are available:
 - a. One-million, six-hundred sixteen thousand, seventy dollars (\$1,616,070) within ten (10) days of the execution of this judgment;
 - b. One-million, six-hundred sixteen thousand, seventy dollars (\$1,616,070) within forty-five (45) days after the first payment; and
 - c. One-million, six-hundred sixteen thousand, seventy dollars (\$1,616,070) within forty-five (45) days after the second payment;
- 7) Neither party admits any fault or liability in this matter.
- 8) The Plaintiff agrees to dismiss this instant action, and this action is hereby dismissed with prejudice. The Plaintiff is precluded from bringing any new legal action which was brought in this lawsuit. The Court, however, specifically retains jurisdiction to enforce this Order. If any party fails to execute or comply with the terms of this Order, an aggrieved party may reopen the case to enforce this Order. If successful, all additional attorney's fees and costs from this date shall be awarded such aggrieved party against the party failing to execute or comply with this Order.

SO ORDERED, this the 21st day of October 2022.



HONORABLE KRISTI JOHNSON
DISTRICT JUDGE

As agreed to by:



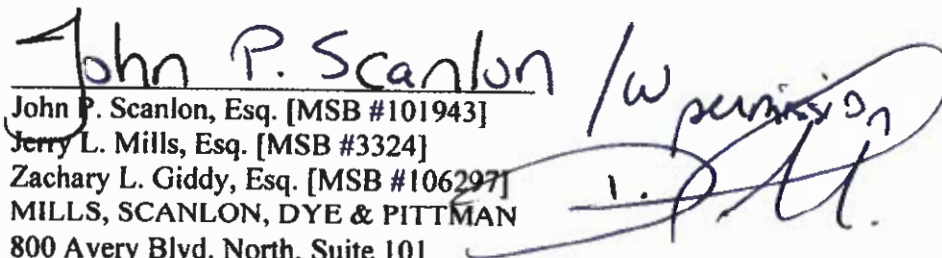
JOHN L. WALKER MSB (#6883)
GLORIA J. GREEN (MSB#4989)
WALKER GROUP, PC
1410 LIVINGSTON RD, SUITE A
P.O. BOX 22849
JACKSON, MS 39225-2849
PHONE (601) 948-4589
FAX: (601) 354-2507

Counsel for Plaintiff Richard's Disposal, Inc.



Drew Martin, MSB #101045
Legal Counsel
Office of the City Attorney
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Phone: (601) 960-1799
Fax: (601) 960-1756

Counsel for the City of Jackson, Mississippi



John P. Scanlon, Esq. [MSB #101943]
Jerry L. Mills, Esq. [MSB #3324]
Zachary L. Giddy, Esq. [MSB #106297]
MILLS, SCANLON, DYE & PITTMAN
800 Avery Blvd. North, Suite 101
Ridgeland, MS 39157
Telephone: (601)957-2600
Facsimile: (601)957-7440
jmills@millsscanlon.com
jscanlon@millsscanlon.com
zgiddy@millsscanlon.com



DESHUN T. MARTIN, MSB# 101526

MARTIN AND MARTIN, P.A.

Attorneys & Counselors

228 East Capitol Street

Jackson, Mississippi 39201

Telephone: (601) 355-0955

Facsimile: (601) 355-0957

Email: DTMartin@4MartinsAtLaw.com

Independent Special Counsel for the City Council of Jackson, Mississippi